

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-11-60812

HUD# 07-11-0605-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

COMPLAINANTS

KENNETH & LATHALIA BERRY

1060 38th Street Apartment 1

Des Moines, IA 50311

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: The Complainants alleged Respondents discriminated against them by failing to make a reasonable accommodation by refusing to waive their \$25 per month “pets fee” for their two service/companion animals and this constituted a denial of rental housing based on disability.

Complainant, Lathalia Berry, also alleged when she told Respondent, Ryan Winter, that one of her service/companion dogs is an American Pit Bull and the other is an American Staffordshire Terrier, Respondent Winter stated he did not want to rent to anybody with a vicious breed. Complainant Berry explained the dogs were insured and registered with the City and they had rented from other landlords with no problems. Respondents own or manage the 3-bedroom subject property located at REDACTED. Respondents deny having discriminated against Complainants, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement.

A complaint having been filed by Complainants against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race,

color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.

5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.

7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

9. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability.

42 U.S.C. 3604(f)(2); Iowa Code § 216.8A(3)(b).

10. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a no-pet policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

11. Respondents agree REDACTED will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed to the attention of Don Grove within ten (10) days of completing the training.

12. On June 27, 2011, in a good faith effort to resolve this complaint, Respondents entered into a lease agreement with Complainants for a REDACTED -bedroom rental property located at REDACTED with the lease effective from July 15, 2011 through June 30, 2012. However on, June 30, 2011 Complainant, Kenneth Berry, was laid off at his place of employment and can no longer afford to rent the property. On July 11, 2011, Complainants requested Respondents release them from the terms of

the rental agreement they signed on June 27, 2011. Respondents agree upon receiving a copy of this Predetermination Settlement Agreement signed by Complainants, Respondents will immediately release Complainants from the terms of their rental agreement and provide written verification of this fact to Complainants by July 11, 2011.

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT

Date

Kenneth Berry, COMPLAINANT

Date

Lathalia Berry, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Iowa Civil Rights Commission

Date

Total Value to Complainants \$8,372. \$727 monthly rental fee X 11 months = \$7,997 + \$375 for 15 days rent for July 2011 (7/15/11 to 7/31/11)= \$8372 in total rent Cs will not be responsible for per their lease Agreement with R as addressed in this Predetermination Settlement Agreement.